

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RELIEF GOLD GROUP, INC, f/k/a 1837249
 ONTARIO, INC.,

Plaintiff,

vs.

PERSHING GOLD CORPORATION
 (f/k/a SAGEBRUSH GOLD LTD.), GOLD
 ACQUISITION CORP., BARRY C. HONIG
 and DAVID S. RECTOR

Defendants.

Case no. 3:12-cv-00511-HDM-WGC
 ORDER GRANTING

**STIPULATED ORDER FOR DISMISSAL
 WITH PREJUDICE AND WITHOUT
 COSTS OR ATTORNEYS FEES**

The parties to this action and interested individuals who are not parties - Terrence Lynch and Stephan Katmarian - have stipulated to the entry of this Order. The Court finds entry of this Order appropriate under the circumstances.

WHEREAS, Plaintiff Relief Gold Group, Inc. ("Relief Gold") initiated the instant case on February 7, 2012 against Defendants Sagebrush Gold Ltd. (now known as Pershing Gold Corporation, hereinafter referred to as "Sagebrush"), Gold Acquisition Corp. ("GAC"), Barry Honig and David S. Rector (collectively with Sagebrush, GAC and Honig, the "Defendants")

STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE AND WITHOUT COSTS OR ATTORNEYS FEES
 Case No. 3:12-cv-00511-HDM-WGC

1 alleging breach of contract, intentional interference with contract, intentional interference with
2 prospective business relationship/economic relations, misappropriation of trade secrets and
3 unjust enrichment; and,

4 WHEREAS, on May 10, 2012, Plaintiff filed an Amended Complaint against Defendants
5 for Breach of Contract against Sagebrush, Intentional Interference with Contract against Honig,
6 Rector and GAC, Intentional Interference with Prospective Business Relationship/Economic
7 Relations against Sagebrush, Honig and Rector, Intentional Interference with Prospective
8 Business Relationship/Economic Relations against GAC, Misappropriation of Trade Secrets
9 against all Defendants, Unjust Enrichment against Sagebrush, Unjust Enrichment against Honig
10 and Rector and Promissory Estoppel against Sagebrush; and,

12 WHEREAS, Defendants have sought to amend their Answer previously filed in this case
13 to add counter claims against Plaintiff Relief Gold and also against Relief Gold's CEO, Terrence
14 Lynch, for Abuse of Process, Interference with Contract, and Declaratory Relief; and,

16 WHEREAS, Defendants have sought relief from the United States Bankruptcy Court for
17 the District of Nevada against Plaintiff Relief Gold and its CEO Terrence Lynch in *Gold*
18 *Acquisition Corp. vs. FirstGold Corp., Terrence Lynch, and Relief Gold Group, Inc. f/k/a*
19 *1837249 Ontario, Inc.*, Adversary Proceeding No. 12-05013-GWZ (the "FirstGold Bankruptcy
20 Case") to enforce its rights under the Court's Order authorizing the sale of the Relief Canyon
21 Mine Assets at issue in that bankruptcy and also in the instant case; and,

22 WHEREAS, Stephan Katmarian was identified as a principal in Relief Gold, and an
23 interested non-party in the matters at issue in the instant case; and,

25 WHEREAS, Plaintiff Relief Gold, Terrence Lynch, Stephan Katmarian and Defendants
26 desire to resolve with finality all issues, claims and disputes arising out of or related to the

1 transactions and events described in this action including but not limited to claims and issues
2 asserted or raised in Plaintiff's Complaint, Amended Complaint and any other pleadings, papers,
3 discovery responses, or filings with the Court in this case and the FirstGold Bankruptcy Case, on
4 behalf of Plaintiff Relief Gold, non-party Terrence Lynch, non-party Stephan Katmarian and any
5 other individual or entity affiliated with Relief Gold, Terrence Lynch or Stephan Katmarian
6 related to any of the issues, disputes, or claims in this action;

7
8 Accordingly, Plaintiff Relief Gold, non-parties Terrence Lynch and Stephan Katmarian
9 and the Defendants hereby stipulate and agree that this Stipulation and Order shall decide with
10 finality all issues, claims and disputes arising out of or related to the transactions and events
11 described in this action (as set forth above); and,

12 Plaintiff Relief Gold and non-party Terrence Lynch and Stephan Katmarian hereby
13 release, acquit and forever discharge Defendants, and each of them, and any of their agents,
14 representatives, employees, shareholders, directors, members, partners, trustees, attorneys, heirs,
15 successors and assigns of and from any and all actions, causes of action, claims (legal or
16 equitable), demands, costs, expenses, and without limitation to the foregoing, any and all claims
17 or causes of action whatsoever Plaintiff and non-party Lynch and Katmarian, and each of them
18 had, claimed to have or may have had against any of the Parties hereby released, either directly
19 or indirectly prior to the date of this Stipulation and Order including, but not limited to, any
20 claims, known or unknown, arising out of or related to the transactions and events referenced in
21 any of the pleadings in this action, or arising out of or related to the prosecution or defense of
22 this action. This release includes all claims that were asserted in this action and which could
23 have been, but were not, asserted in this action and the FirstGold Bankruptcy Case. This release
24 does not include claims against agents that are totally unrelated to and independent of any of the
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1 issues, facts, claims, disputes, arguments or assertions made in this action and/or the FirstGold
2 Bankruptcy Case such as a “slip and fall” case, by way of example.

3 Defendants hereby release, acquit and forever discharge Plaintiff and non-parties Lynch
4 and Katmarian and any of their agents, representatives, employees, shareholders, directors,
5 members, partners, trustees, attorneys, heirs, successors and assigns of and from any and all
6 actions, causes of action, claims (legal or equitable), demands, costs, expenses, and without
7 limitation to the foregoing, any and all claims or causes of action whatsoever Defendants and
8 each of them had, claimed to have or may have had against any of the Parties hereby released,
9 either directly or indirectly prior to the date of this Stipulation and Order including, but not
10 limited to, any claims, known or unknown, arising out of or related to the transactions and events
11 referenced in any of the pleadings in this action, or arising out of or related to the prosecution or
12 defense of this action. This release includes all claims that were asserted in this action and which
13 could have been, but were not, asserted in this action including Defendants’ proposed
14 Counterclaims that were the subject of Defendants’ pending Motion to Amend and raised in the
15 pending adversary proceeding in the FirstGold Bankruptcy Case. This release does not include
16 claims against agents that are totally unrelated to and independent of any of the issues, facts,
17 claims, disputes, arguments or assertions made in this action and/or the FirstGold Bankruptcy
18 Case such as a “slip and fall” case, by way of example.

19 In making the releases set forth above, it is understood and agreed and each Party
20 releasing any Party hereto specifically represents to the other Parties, that in granting the releases
21 they have been fully advised and represented by legal counsel of their own selection and in
22 executing this Stipulation they do so relying wholly upon their judgment and upon advice of
23 counsel of their own independent selection.

1 The Parties to this Stipulation agree that in the event any dispute arising out of or related
2 to the agreement set forth in this Stipulation shall be governed by and subject to the exclusive
3 jurisdiction of Nevada courts and it is hereby mutually agreed that the prevailing party shall be
4 entitled to an award of reasonable attorney's fees and costs incurred in connection with such an
5 action.


6 Each person signing this Stipulation represents and warrants to all of the Parties hereto
7 and the Court that (1) the person has full authority to execute the Stipulation and to bind the
8 represented Party to the terms hereof; and (2) any and all actions by the represented Party
9 necessary to approve the terms of this Stipulation and to give authority to the person signing this
10 Agreement have been duly taken.

11
12 IT IS HEREBY ORDERED that Plaintiff's Complaint is dismissed with prejudice and
13 without costs or attorneys fees to any party.

14 IT IS FURTHER ORDERED that Defendants' Motion for Leave to Amend their Answer
15 to assert a Counterclaim and Third Party Complaint is moot and entry of this Order shall bar
16 assertion by Defendants, or any of them, of the claims could have been asserted or were sought
17 to be asserted in the proposed Counterclaim (and included third party complaint).

18
19 IT IS FURTHER ORDERED that Defendants Pershing Gold Corporation and Gold
20 Acquisition Corp. shall dismiss with prejudice and without costs or attorneys' fees to any party,
21 that Adversary Proceeding bearing case no. 12-05013-GWZ in the Bankruptcy Court for this
22 District.

23
24 IT IS SO ORDERED:



25 UNITED STATES DISTRICT JUDGE

26 Dated: April 17, 2013

1 /s/ Amy N. Tirre

Dated: April 12, 2013

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5 Reno, NV 89509
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9 Co-counsel for Plaintiff

10 /s/ Michael A. Nedelman

Dated: April 11, 2013

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12 Nedelman Legal Group PLLC
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14 Farmington Hills, MI 48334
15 (248)855-8888 Telephone
16 (248) 538-4556 Facsimile
17 mnedelman@nglegal.com
18 Co- Counsel for Plaintiff

19 RELIEF GOLD GROUP, INC.
20 f/k/a 1837249 ONTARIO, INC.

21 By: _____
22 Its: _____

Dated: _____

23 TERRENCE LYNCH
24 Interested Non-Party

Dated: _____

25 STEPHAN KATMARIAN
26 Interested Non-Party

Dated: _____

27 Laura K. Granier #7357
28 John D. Tennert #11728

Dated: _____

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Co- Counsel for Plaintiff

Dated: _____

RELIEF GOLD GROUP, INC.
f/k/a 1837249 ONTARIO, INC.

By: 
TERRY LYNCH
Its: CEO

Dated: April 11


TERRENCE LYNCH
Interested Non-Party

Dated: April 11

STEPHAN KATMARIAN
Interested Non-Party

Dated: _____

Laura K. Granier #7357
John D. Tennert #11728

Dated: _____

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Dated: _____

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Co- Counsel for Plaintiff

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RELIEF GOLD GROUP, INC.
f/k/a 1837249 ONTARIO, INC.

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Dated: _____

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By: _____
Its: _____

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Dated: _____

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TERRENCE LYNCH
Interested Non-Party

21

22

Dated: Apr. 11, 2013

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STEPHAN KATMARIAN
Interested Non-Party

24

25

Dated: _____

26

Laura K. Granier #7357
John D. Tennert #11728

27

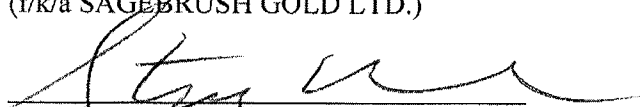
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/s/ Laura K. Granier

Dated: 4/12/2013

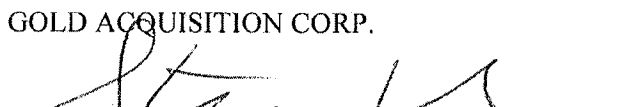
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Attorneys for Defendants

PERSHING GOLD CORPORATION
(f/k/a SAGEBRUSH GOLD LTD.)

By: 
Its: CEO
Defendant

Dated: 4/12/2013

GOLD ACQUISITION CORP.

By: 
Its: CEO
Defendant

Dated: 4/12/2013

BARRY C. HONIG
Defendant

Dated: _____

DAVID S. RECTOR
Defendant

Dated: _____

Dated: _____

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9 Attorneys for Defendants

10
11 PERSHING GOLD CORPORATION
12 (f/k/a SAGEBRUSH GOLD LTD.)

Dated: _____

13 By: _____
14 Its: _____
15 Defendant

16 GOLD ACQUISITION CORP.

Dated: _____

17 By: _____
18 Its: _____
19 Defendant

20 
21 BARRY C. HONIG
22 Defendant

Dated: 4/11/13

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28 DAVID S. RECTOR
29 Defendant

Dated: _____

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Dated: _____

PERSHING GOLD CORPORATION
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By: _____
Its: _____
Defendant

Dated: _____

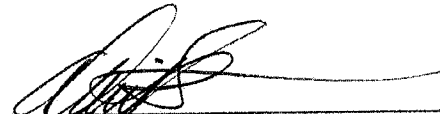
GOLD ACQUISITION CORP.

By: _____
Its: _____
Defendant

Dated: _____

BARRY C. HONIG
Defendant

Dated: _____


DAVID S. RECTOR
Defendant

Dated: 11 APRIL 2013